



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AMENDED LIQUOR LICENSE PLAN OF OPERATION**

**Licensee:** Eris Brewery & Cider House, LLC / DBA: Eris Brewery and Cider House

**Premises:** 4240 W. Irving Park Road 1<sup>st</sup> Floor and Mezzanine  
Chicago, Illinois 60641

**Application Type:** Consumption on Premises – Incidental Activity Liquor License (1475)  
Retail Food Establishment (1006); Outdoor Patio (1477)

**Account Number:** 389609

**Site Number:** 1

Pursuant to Section 4-60-040(h) of the City of Chicago Municipal Code, the City of Chicago Local Liquor Control Commission and the Department of Business Affairs and Consumer Protection (DBACP / LLCC), and the above-named Licensee, have agreed to the issuance of a Consumption on Premises – Incidental Activity liquor license (hereinafter referred to as the “License”) under the following conditions:

1. **Traffic & Right-of-Way.** Licensee agrees to the following provisions concerning traffic & right-of-way:
  - a. **Dedicated Personnel.** From 7:00 p.m. (or from the time of day that the Licensee opens to the public, if later) to close of business, and/or whenever business volume warrants, Licensee shall have at least one employee who will be charged with: ensuring that all public rights-of-way, including sidewalks and streets, remain clear of patrons entering or exiting the licensed Premises; assisting patrons requesting taxi services and facilitating the arrival and departure of taxis and automobiles serving the patrons of the licensed Premises so that the flow of street traffic adjacent to the licensed Premises is not unduly disrupted, and to help facilitate Chicago Fire Department trucks and/or personnel entrance or exiting the fire station located at Engine 69, 4017 North Tripp Avenue, Chicago, IL.
  - b. **Parking & Traffic Flow.** Licensee shall make automobile and bicycle parking available to its patrons at the property’s fenced-in parking lot. In order to facilitate traffic flow, Licensee shall post conspicuous signage on the fences bounding its parking lot that communicate Northbound entry to the public alley West of the licensed Premises,

intersecting West Irving Park Road between North Tripp Avenue and North Kildare Avenue, shall be restricted to residential traffic only. Additional conspicuous signage at the property will instruct patrons to gain access to the property's fenced-in parking lot via the private driveway located adjacent to and North of the Premises on North Tripp Avenue. Licensee shall post conspicuous signage at the property's private parking lot egress at the alley west of the licensed premises that directs exiting patron traffic southbound towards Irving Park Road – left turn only.

Licensee will also encourage patrons to utilize available legal public parking options by conveying the message via staff and on its website the locations of, and directions to, available public parking available all the way along Irving Park Road.

- c. Public Transportation.** Licensee shall encourage its patrons to utilize public transportation by conveying the message via staff and by posting on its website the locations of, and directions to, bus stops (currently the bus stops at Keeler and Irving Park Road, and at Kildare and Irving Park Road), the CTA train station located just East of the licensed Premises (the Blue Line stop at Irving Park & I-94), and the METRA Rail Station also located just East of the leased Premises (the Union Pacific Northwest line stop located at Irving Park and I-94), and by encouraging the use of walking, cycling, and taxis.
  - d. Valet Parking.** Licensee may establish via a reputable parking service provider, and offer to its patrons, valet parking service from time to time, which shall be promoted on Licensee's website and appropriate signage at the licensed Premises. If Licensee chooses to offer valet parking service, Licensee shall select a parking service provider that is properly licensed by the City of Chicago. Such parking service provider (or valet parking operator) shall not park in illegal parking spaces or in any space that blocks the Chicago Fire Department trucks or personnel from entering and exiting the fire station located at Engine 69, 4017 North Tripp Avenue, Chicago, IL.
- 2. Loading and Unloading Operations.** In order to facilitate traffic flow, Licensee shall endeavor to cause vendor deliveries to be made from vendor vehicles parked within the fenced-in parking lot (which is leased by Licensee along with the licensed Premises) located immediately adjacent to and West of the Premises, or in the property's private driveway located adjacent to and immediately North of the leased Premises. Licensee shall not accept deliveries from any vehicle parked or located in the public alley running along the Western perimeter of property.
- 3. Hours of Operation.** Licensee may be open to the public and shall only operate its business during the legally permissible hours of operation under its then current licenses in accordance with the Municipal Code of the City of Chicago. Licensee's licenses currently include a City of Chicago Retail Food license and a Consumption on Premises Incidental Activity liquor license. Licensee shall not apply for a late hour liquor: (i) without the consent of the alderman; and (ii) sooner than 18 months after Licensee shall have opened for business to the public (i.e. 540 days after opening to the public).

4. **Noise.** Licensee agrees to monitor the noise levels emanating from the Licensed Premises to ensure compliance with the Chicago Environmental Noise ordinance (the “CENO”), and to take immediate steps to alleviate any violation thereof. Upon the request of the alderman’s office, BACP / LLCC, or the local police commander, Licensee (or Licensee’s contractor) will test noise emanating from the Premises (or any portion thereof) to ensure compliance with the CENO, which noise testing may be witnessed by representatives of the alderman’s office, BACP / LLCC, or the Chicago Police Department. A written report of any such testing will be provided to the City. If said testing shows that noise emanating from the licensed Premises exceeds those permitted by the CENO, then Licensee agrees, at its sole cost and expense, to reduce the noise to an acceptable level, including installing soundproofing to the extent required. Licensee shall close all its windows no later than 10:00 p.m. nightly.
5. **Signage & Lighting.** Licensee will display signage in a conspicuous and prominent location reminding patrons to not loiter, to Respect the Neighborhood, and to Exit the Premises quietly. In order to discourage illegal activities, Licensee shall install exterior lighting to the extent necessary to adequately illuminate the entrance(s)/exit(s) of the Premises and the areas adjacent to the Premises.
6. **Refuse & Litter.** Licensee agrees to have all trash generated by the licensed business and its patrons picked up on a regular basis (not less than twice a week) and to strictly adhere to all City of Chicago ordinances concerning litter and garbage. Licensee shall construct a garbage enclosure within the fenced-in portion property in which the dumpster(s) servicing the licensed premises shall be located. On days that it is open for business, Licensee will sweep the areas located in front of and immediately adjacent to, the licensed Premises, and will regularly monitor said areas for litter and will remove and properly dispose of same.
7. **Cooperation & Participation - Community & City Agencies.** Licensee will participate regularly in C.A.P.S. (Community Alternative Policing Strategy) meetings and will set up and/or upon request with reasonable notice shall attend meetings with the local alderman, Chicago Police Department, Chicago Fire Department, BACP / LLCC and community residents or groups to improve awareness of, and to discuss any concerns regarding, the community and/or the operation of Licensee’s business.
8. **Alcohol Server Training/Processing by City.** During hours of operation at least one manager shall be on duty that is BASSET or TIPS certified. All Managers of Licensee including any owners of Licensee that act as Managers of Licensee, and all persons and/or all owners of entities operating Licensee’s business in lieu of Licensee, shall be registered with the City as managers and/or shall otherwise be processed by the City for liquor sales, and shall also be BASSET or TIPS certified. As required by applicable law, all on-premise alcohol servers (and those checking identification for alcohol service) and door personnel (including but not limited to security personnel employed as bouncers) that check identification, shall be BASSET certified, which BASSET training includes being trained with respect to the detection of fraudulent identification. All bartenders and wait staff will be trained to identify intoxicated patrons and will take proactive steps to prevent the over-intoxication of patrons.

9. **Outdoor Patio.** The Outdoor patio shall be enclosed by a fence or other structure that clearly identifies the licensed location. Licensee will, at all times when the outdoor patio is operating, continuously monitor the noise levels of the outdoor patio to ensure that patrons are not disturbing the adjacent residents. Licensee shall not play any live or recorded music in the outdoor patio per city ordinance.
10. **Monitoring of Premises.** During operating hours, Licensee will employ a sufficient number of personnel with appropriate training to: (i) deter loitering, littering and other unlawful acts in or around the licensed Premises; (ii); deny entry and/or service to any person who is visibly intoxicated; and (iii) immediately notify the Chicago Police Department of any and all unlawful acts witnessed by, or reported to, the security personnel and/or any of Licensee's employees, including instances of public intoxication, vandalism, public urination, fighting, or other public disturbance.
11. **Security Cameras.** Licensee will install and maintain enough appropriately located video cameras ("Camera(s)") in and around the Premises that can produce easily discernable images, that will monitor Licensee's staff and patrons, and that will record patrons entering and exiting the Premises from the public right-of-way. The Cameras' recordings will be: (i) indexed by date and time; (ii) preserved for not less than 72 hours after recording, (iii) capable of being transferred to readily available portable media storage devices (e.g.: digital video discs and disc drives, SD Cards, Flash Drives, external hard drives, optical discs, and/or whatever readily available portable media storage devices become generally available from time to time); (iv) securely stored and maintained at Licensee's office located in the Building in which the Premises are located; and (v) made available upon demand to any law enforcement agency having jurisdiction over the Premises.
12. **Promotion.** Licensee shall not employ any so-called "outside promoters" not appropriately licensed to market or promote any events held at the Premises. Licensee will not allow any outside promotor to lease-out or utilize the Premises or allow any event to take place pursuant to which Licensee vacates the Premises and allows a promotor to hire its own staff (e.g. bartenders, servers, security, hosts). Licensee and its staff shall maintain control and manage all public events held at the Premises. Licensee may permit the Premises to be utilized for not-for-profit fundraisers, community meetings, weddings and similar public and private functions. Nothing in this provision shall exempt Licensee from the requirement to obtain a license issued pursuant to Chapter 4-156 of the Code if Licensee's business activities include such amusement activity that require any such applicable license.
13. **Illegal Adult Use Activity.** Licensee shall not permit the Premises to be utilized for any "Adult Use" as such is defined by the Chicago Municipal Code.

14. **Odors and Fumes.** The parties acknowledge that due to the nature of Licensee's business and its permitted uses, the operation of Licensee's business may result in certain odors and fumes emanating from the licensed Premises. If because of Licensee's operation of its business any offensive or noxious odors or fumes shall emanate from the licensed Premises, which materially and adversely impact any portion of the neighborhood adjacent to the licensed Premises, and if the City receives complaints from residents of the neighborhood about same, then Licensee, and the City and/or the Alderman, will work together to reasonably resolve any such noxious odor and noxious fume issues. In such event, Licensee shall, at Licensee's sole cost and expense, use commercially reasonable efforts to abate said odors and/or fumes, including the installation of odor eliminators and other devices (such as filters, air cleaners, scrubbers and whatever similar equipment may be available at reasonable cost) to remove, eliminate and/or abate any such odor nuisance. In addition, Licensee shall at all times comply with all applicable laws and ordinances pertaining to the emanation and abatement of odors and fumes.
15. **Pest Control and Extermination.** Licensee will inspect and seal any burrows around the edges of its premises prior to opening the business in an effort to suppress the activity of any rodents. Licensee will take reasonable precautions to prevent the licensed premises from becoming infested with insects or vermin and to prevent any such infestations from adversely affecting adjacent areas, and will employ at its own expense such licensed pest extermination contractors as may be reasonably required to achieve this goal. Licensee agrees to perform regular maintenance assessments of the equipment used on the licensed premises to prevent pest infestation. In the event of any evidence that the licensed premises shall have become so infested, then Licensee shall retain and pay for a licensed pest extermination contractor to exterminate such infestation at the licensed premises and adjacent areas on the property.

The agreed conditions of the license issued pursuant to this Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities under §4-60-040 of the Municipal Code of Chicago. All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to Licensee. Violations of the above stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the license.

The agreed conditions of the license shall apply to the business address and Licensee, and to all officers, managers, members, partners and direct or indirect owners of Licensee. The sale of the business to other persons purchasing or otherwise acquiring the stock or membership units of Licensee does not void the conditions placed on the License and any and all potential new owners of Licensee shall be subject to the same agreed conditions set forth in this Plan of Operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Plan of Operation next to the license certificates in a conspicuous place at the business address.

Licensee: Eris Brewery & Cider House, LLC / DBA: Eris Brewery and Cider House

Premises: 4240 W. Irving Park Road  
Chicago, Illinois 60641



Michelle Foik, Manager  
Foiken Holdings, LLC, Sole Member  
& Manager of Eris Brewery & Cider House, LLC

6/8/18  
Date



Shannon Trotter  
Commissioner  
Local Liquor Control Commission

6/8/18  
Date